

Bid Number: 40010-10538

Date: June 4, 2021

LOUISIANA DELTA COMMUNITY COLLEGE

Louisiana Delta Community College
7500 Millhaven Road
Monroe, LA 71203-6922
(318) 678-6290

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received until June 28, 2021 @ 2:00 P.M.CST for furnishing the items and/or services described below for the Campus of Louisiana Delta Community College.

DESCRIPTION:
PROVIDE SECURITY GUARD SERVICES
AS PER ATTACHED SPECIFICATIONS
PLEASE FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be received within _____ days after receipt of an order.

In compliance with and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within 60 days from date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section).

Vendor Name
39:1594)

Signature Authority (RE: L.R.S.)

Address

Title

City, State and Zip

Tax Identification Number

Telephone Number

Fax Number

Louisiana Contractor's Number

Date

Acceptance/Award

Date of Award and Execution

Recommendation: _____

Approved: _____

Gayle Doucet
Chief Purchasing Officer

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted.

1. Bid containing no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for LDCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

Manufacturer's Numbers and Trade Names

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. LDCC shall be the sole judge as to whether or not the equipment/supply offered is equal to that specified.

7. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by appointment only to the Purchasing Dept. at LDCC. Written bid tabulations will not be furnished. Copies will not be furnished.

8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Louisiana Delta Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.

9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. LDCC reserves the right to cancel any order resulting from this solicitation with 30 days written notice.

10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Louisiana Delta Community College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the LDCC purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Louisiana Delta Community College, Accounts Payable, 7500 Millhaven Road, Monroe, LA 71203, attn: Wendell Coplin. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of Louisiana Delta Community College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation

Louisiana Delta Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including but not limited to , the following: (1) failure to deliver with the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good conditions; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Louisiana Delta Community College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Louisiana Delta Community College Purchasing has determined the contractor to be in default, LDCC Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

23. EEOC COMPLIANCE

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990, Title IX of the Education amendments of 1972, The Age Acts of 1975, and bidder agrees to abide by the requirements of the American of Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities, any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

24. Special Accommodation

Any "Qualified Individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than 7 days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonable provided, the individual will be informed prior to the bid opening.

25. Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

26. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the Provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

Federal Clauses, If Applicable

27. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

28. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

29. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

30. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

31. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or transmission of intelligence.

33. Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

34. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Louisiana Delta Community College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

35. In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

36. All bid amounts shall be submitted in United State Dollars.

37. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements,;" and any implementing regulations issued by the awarding agency.

38. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

39. Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

40. Standard Preference

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____

Specify Item Number(s): _____

Name and location within Louisiana where such paper or product is manufactured or converted _____

B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled _____.

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ No _____

(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

41. Preference for United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____YES

Specify line number(s): _____

Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

42. Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. LDCC reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

43. Compliance with National Defense Authorization Act

In accordance with Section 889(a) 2019 National Defense Authorization Act for any contract for telecommunication and video surveillance equipment no purchases will be made from Huawei, ZTE, Hytera, Hikvision and Dahua are allowed.

Please certify compliance with this Act:

Signature of Bidder

44. Scope of Contract

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

IMPORTANT

Signature Authority: In Accordance with L.R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to Louisiana Delta Community College. You must indicate which of the following apply to the signer of this bid.

1. The signer of this bid is either a current corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office before contract award.
The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal., etc. If this applies a copy of the resolution, certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

WE ARE AN EQUAL OPPORTUNITY COLLEGE

**Combined Recommended Language for Invitations to Bid (ITB)
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-

Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. *(Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)*

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

**COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE
INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS BID**

CONTRACTOR' S LIABILITY INSURANCE:

Proof of insurance should be supplied with this Quotation and will be required before work can commence. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Insurance coverage specified below shall be furnished with the following minimum limits:

Workers Compensation

Workers Compensation Insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's Insurance Company rating requirement may be waived for Workers Compensation Coverage Only.

Commercial General Liability

Commercial General Liability Insurance, including personal and advertising injury liability, and products and completed operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (Current form approved for use in Louisiana), or equivalent, is to be used in the policy, claims made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (Current Form approved for use in Louisiana), or equivalent, is to be used in the policy. This Insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. The Agency, its, officers, agents, employees and volunteers shall be names as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (Current form approved for use in Louisiana) or equivalent, is to be used when applicable. The

coverage shall contain no special limitations on the scope of protection afforded to the Agency.

B. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

C. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. The Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

Workers Compensation and Employers Liability Coverage

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency

All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notification shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with the Insurers with a A.M. Best's Rating of A-:VI or higher. This rating requirement may be waived for Workers Compensation Coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best Rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage, the certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certifies copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's certificates at any time.

SUBMISSION OF BIDS

Bids may be mailed too:

Bossier Parish Community College
Attn: Gayle Doucet
6220 East Texas Street
Bossier City, LA 71111

Or delivered by hand or by courier to:

Bossier Parish Community College
Attn: Gayle Doucet
6220 East Texas Street
Bldg J
Bossier City, LA 71111

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LDCC Purchasing is not responsible for any delays caused by the bidder's chosen means of delivery.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

The bid envelope shall be identified on the outside with the project name and solicitation number, bid opening date and time, and the name, address, and license number of the Bidder. The envelope shall contain only one bid form and will be received until the time specified and at the place specified in the ITB.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

(Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

(Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. . The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for **LOUISIANA DELTA COMMUNITY COLLEGE**
State Agency Number and Name

Purpose of contract: _____

The intent of these specifications is to provide a complete Security Guard Service Contract.

GENERAL CONDITIONS

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of Louisiana Delta Community College, hereafter referred to as the Agency. The agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility laced at his disposal to be used for purposes other than those specified herein.

CONTRACTOR QUALIFICATIONS

The contractor must have been an established business having at least three (3) years satisfactory experience in the full time security guard services.

Each bidder should attach an organization profile of their company. This description is to include but is not limited to the following information:

1. The year the company was formed
2. Total number of years of company security experience.
3. Total number of security employees employed with the company.
4. Total number of businesses and/or comparable facilities under contract for security guard services.
5. Total number of security employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.
6. Copy of license issued by the Louisiana State Board of Private Security Examiners.

The Contractor will procure insurance as per attached insurance requirements, and shall show evidence of such insurance in the form of Certificate(s) of Insurance prior to contract award.

The Contractor shall not allow any person that is not on the Contractor's payroll in the facility at any time.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for any account of any law suit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for services and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent contractor and none of his employees is to be regarded as employees of the Agency.

The contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the contract unless approval is received by Louisiana Delta Community College.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval from Louisiana Delta Community College. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in any or all of the facilities is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of the operations and pay all applicable Local, State, and Federal taxes.

SECURITY GUARD QUALIFICATIONS

The Contractor must provide security guards that meet all of the following minimum qualifications. The Agency reserves the right to interview and accept or reject any security guard(s) prior to being assigned by the Contractor.

Armed

The guard must be at least 21 years of age if registered armed.

In accordance with Louisiana Revised Statutes 47:3270-3298, all bidders eligible for award must be licensed by the Louisiana State Board of Private Security Examiners prior to award. Contact the board at 225-272-2310.

Contractor will provide LDCC with the names, social security numbers, and addresses of personnel, which will be confirmed with the Louisiana State Board of Private Security for, required training and registration cards of each employee assigned to the contract.

Guards Name _____

Social Security Number _____

Attach Copy of Registration Card: Yes____ No____

Security officers shall have in possession at all time when on duty permanent registration cards issued by the Louisiana State Board of Private Security Examiners.

SECURITY PERSONNEL

It is desirable that security officers have a minimum of three (3) years experience in security service; however, all officers must have a minimum of one (1) year experience. In all cases, the Agency expects the Contractor to assign its best-qualified and performing personnel to this contract. The Agency shall assume that poorly qualified and poorly performing personnel are failures of the Contractor to perform adequately.

Security officers shall wear appropriate uniforms that have been approved by the Louisiana State Board of Private Security Examiners that are clean, pressed and well maintained. The contractor must assist his personnel to assure proper alterations, uniform belts, and uniform type shoes. The Contractor shall be responsible for furnishing a minimum of two complete seasonal uniforms, which are well maintained, and without rips and frays at no additional expense to the Agency. The Agency will not get involved in issues regarding cost/payment of uniforms, belts, etc for guards. Security officers will not appear on position in a combination of uniform and civilian clothing, with torn or frayed uniforms or with hems out of trousers.

Screening Requirements

Agency has a right to request drug testing at no additional cost to the Agency for all guards by a certified laboratory according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.

The Agency reserves the right to request additional drug screens for security guards for reasonable cause. Any security guard(s) who test positive on any drug screens shall be immediately dismissed.

If at any time a change in personnel is made, the Contractor must provide the Agency the information on new employee(s) on drug testing, before he may begin work.

The Contractor shall be responsible for all costs associated with the drug testing.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

Reporting Requirements

The contractor must submit monthly shift report/time sheets to the Agency. The Contractor must maintain complete and accurate records to substantiate services provided to the Agency. The Contractor's records must document a) name of security guard providing service, b) date service provided, and c) time/shift service was provided.

The Agency reserves the right to request additional reports, which contain documented proof the requirements as stated herein is being complied with.

On a periodic basis and/or at the request of the Agency, the Contractor shall conduct an examination and review of the security guard's performance while on duty. A written report shall be submitted to the Agency and shall contain the following information regarding the examination and review: a) findings of compliance inspections, b) documented information such as the date, c) security guard's name, and d) comments regarding the security guard's performance.

Staffing Standards

The Contractor shall have a paging device or answering service number so that he/she may be contacted by the Agency contact 24 hours per day by telephone or pager. All calls must be returned within a two hour period.

Any change in telephone/beeper numbers must be made available to the Agency within a twenty-four (24) hour period.

Absenteeism – The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

Correspondence

The Contractor or his designee shall respond to all inquiries, complaints, and other written correspondence from Agency personnel within a 7-day period. Correspondence shall be on the Contractor's official stationery.

Certified Payroll Records

Upon request in writing by the Agency, the Contractor shall within five (5) working days furnish a certified copy of the latest payroll period prior to the date of said request. This record shall reflect payments for all the Contractor's employees working under this contract during the payroll period. The Agency may request copies on any or all such payrolls during the life of this contract.

Basis and Method for Deductions for Unsatisfactory Daily Performance

If services are not in conformity or not performed with the requirements of the contract, the Agency shall use the following guidelines in adjusting the Contractor's invoice: Start up time no to exceed a one-week period.

First occurrence – Verbal warning. Require the Contractor to immediately perform the services in accordance with the Contract.

Second Occurrence – Written documentation notice from the Agency to the Contractor.

Third Occurrence – Written documentation and deduction of 1/60th of monthly invoice amount for each job incomplete or not in conformity.

Fourth Occurrence – Written documentation and deduction of 1/30th of monthly invoice amount for each job incomplete or not in conformity.

Note: On all written notices, the Agency shall notify the Contractor of reported performance issue(s) submitted by the Agency. The Contractor has seven (7) days from the date of notice to respond to the reported performance issue(s), in writing to the Agency. Contractor's failure to respond to Agency's initial notice of deficiencies in performance issues within the required number of days specified in each notice may constitute grounds for contract termination.

The Agency contact shall review invoice(s) and any reductions must be approved prior to any withholdings of payment(s). Should the Contractor's invoice not include any/all necessary reductions, the invoice shall be reduced by the amount of the non-include reductions and processed for payment. The Contractor shall be notified of the reduction(s) made with copies of documentation supporting those reductions. The Agency will notify the Contractor once a chronic or non-remedied issue is recognized. If the Contractor does not address the chronic or non-remedied issue, or has received two (2) or more reductions, within any thirty (30) day work period or a total of fifteen (15) reductions during a twelve (12) month period, the contract may be automatically terminated for default.

Requirements for Louisiana Delta Community College Ruston Campus:

This assignment is located at:

1010 James Street

Ruston, LA 71273

The post requires the service of one (1) uniformed, armed security officer for the location listed above, Monday through Friday. Hours of operation are based on the academic schedule.

Time, conditions, and circumstances may extend these hours, which will require the officer to report any changes to the Contractor.

Guard shall maintain control of visitors and vendors during the hours of operation.

Contractor shall furnish official time and attendance reports for actual hours worked and submit copies of the reports with their invoice for payment.

Guard shall not be paid for late arrivals.

Guard shall not sleep during their assigned working hours. They must be attentive at all times.

If any guard is found out of uniform, sleeping on duty or unfit for duty due to physical condition, LDCC will deduct the entire shift of that security officer for that day.

Guards shall only allow visitors and students with official state business to enter the building. No one shall be allowed access to the building to utilize restrooms and/or other building facilities.

Unauthorized use of property may result in a request for immediate removal from Agency's site.

Security personnel are to use the phone provided at guard site for business purposes only. No personal calls are allowed. Use of personal cell phones should be limited to emergencies.

LDCC reserves the right to require immediate removal of any security personnel from their post if they are deemed unfit for any reason.

UNIFORM & PERSONAL APPEARANCE

Officers should report in full dress and be prepared to stand his or her post immediately upon arrival. Officers should have appropriate gear for weather conditions. Officers are to be clean shaven and maintain proper personal hygiene.

EQUIPMENT

Officers will have the standard regulation weapon on his or her person when reporting to work and be prepared to assume duties upon arrival.

REPORTING FOR DUTY

It is suggested that officers assigned to this post arrive at least 10 minutes prior to shift commencement and in general, be prepared to assume duties.

RESTROOM & MEAL BREAKS

Security officer may take a break for meals at a time when activity is at a lull and the interviewing/reception areas are empty. Security officer should not leave the premises for meal breaks.

RECEPTION AREA

If for any reason the security officer must leave the general lobby area, he or she must always inform the receptionist of his/her whereabouts.

GENERAL ROVING INSPECTIONS

When there is no one or very few people in the waiting area, a complete roving inspection is required. A general inspection of the employee's parking area is imperative.

BUILDING OFFICE HOURS

During the Fall and Spring semester, the building will open at 8:00 am and close at 4:30 pm Monday through Friday. During the summer semester the office hours will be from 7:00 am to 5:30 pm, Monday through Thursday.

SPECIFIC DUTIES

Security officer will perform security checks of the parking lot and building perimeter to ensure that the office's safety and emergency procedures are followed in response to fire alarms, bomb threats and other emergencies.

Security officer will arrive on duty at the appointed time, sign in and conduct an inspection of the parking area and perimeter of the building. Upon arrival of office personnel, officer will report to duty station in lobby.

Security officer will be alert at all times and be on standby when visitors are present. Their presence should be known should a student be loud and argumentative. Should a panic alarm sound, the security officer should take appropriate action to assist employee(s).

The security officer will secure the lobby area upon office closure by checking classrooms and restrooms. Security officer will lock the front door and check all windows and exterior doors.

WEEKLY REVIEW OF ALARM SYSTEM PROCEDURES

Security officers are to be knowledgeable to the alarm emergency system and the fire alarm procedures, including the evacuation of the building. There are to be weekly reviews with the alarm systems.

BID FORM

Louisiana Delta Community College

Bid Number: 40010-10538

Provide Security Guard Services Ruston Campus

Bid Date: June 28, 2021 @ 2:00pm CST

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Provide Security Guard Services - Ruston Campus	2000 hours	_____	_____

Contract Term: Date of award – June 30, 2024

Upon agreement of LDCC purchasing and the contractor, this contract may be extended to 2 additional 12-month periods at the same prices, terms and conditions. In such conditions, the total contract term cannot exceed 60 months.

The quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by LDCC to increase or decrease the amount, at the unit price stated in the bid through June 30, 2024.

Prices shall be firm for acceptance for a minimum of 120 days, unless otherwise specified. Bids conditioned with a shorter acceptance period may be rejected.

Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.

In the event of extension errors, the unit price bid shall prevail. Unit prices must be shown, or bid will be rejected.

LOUISIANA DELTA COMMUNITY COLLEGE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO. _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: Furnish security guard services as per Bid Number: 40010-10538 as per the attached Specifications and Requirements and bid response form.

Contract Term: Date of award through June 30, 2024

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

To The Vendor:

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

Taxes: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The College is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
Name) (Signature) (Print or Type

TITLE: _____ DATE: _____

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The College requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the College to contact the above named person or otherwise verify the information provided. By its submission of this ITB and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in the ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or principles are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in BLUE ink)

Date: _____

